

Responses to Questions					
Alabama Medicaid Synagis Management Program					
ITB Number 13-X-2252452					
	Question	Section from ITB (if applicable)	Passage from ITB (if applicable)	Page Number of ITB (if applicable)	Agency Response
1	Who will be administering the Synagis?	Section 3	Scope of Work	22-29	As in previous years, the prescribing physician's office will continue to administer Synagis.
2	Does the Synagis ITB contradict Alabama Code Section 27-45-3: "Plan beneficiaries may choose the licensed pharmacist or pharmacy of their choice. Health insurance policies and employee benefit plans may not deny licensed pharmacies or pharmacist the right to participate."	Section 2.0	"The Synagis Management Program, including the services found in this ITB, will be under the operation of a CMS-approved 1915 (b) (4) Waiver and will not be implemented without CMS approval."	15	The Alabama Medicaid Agency does not fall under "health insurance policies" or "employee benefit plans" as described under Alabama Code Section 27-45-3. As described in the ITB, the Synagis Management Program will be implemented only under the authority of CMS through a 1915 (b) (4) waiver. The implementation of the Synagis Management program will not deny any licensed pharmacy the right to participate in the Alabama Medicaid program.

3	We have concern that any one pharmacy could handle this [Synagis] business.	Sections 2.2, 3.1, 3.2 (b), 4.35	"Contractor must monitor the equality of its utilization operations....Medicaid staff will monitor the quality of the Contractor's utilization operations through rigorous retrospective audits. Liquidated damages will be applied as described in this ITB if applicable." "The selected Contractor will be required to maintain an inventory of Synagis sufficient to meet the needs of the Alabama recipient population for whom Synagis is prescribed and authorized." "The selected contractor must provide a sufficient number of pharmacies, central distribution centers, and any additional distribution sites....[and] develop and maintain an adequate staffing plan for its pharmacies, distribution centers and sites, including staffing patterns, that are adequate to meet the requirements of the Synagis program."	15, 22, 24, 42-43	The selected Contractor must demonstrate the ability to operate a Synagis management program for the entire state prior to Contract award. Post contract award, any violations of the ITB criteria will be subject to liquidated damages, and if necessary, contract termination. Please refer to the sections 2.2, 3.1, 3.2 (b), and 4.35 of the ITB.
4	We believe that Medicaid patients are best served by their local pharmacies- and this move would prohibit them from using the pharmacy that they have traditionally used.				Synagis is a product that is not dispensed from "local" community pharmacies, but by a limited number (less than 10 throughout the state) of specialty pharmacies. Typically, the prescribing physician orders Synagis, and if approved, the product is delivered to the physician's office for administration without the recipient/patient knowing what pharmacy was utilized. Therefore, the Synagis management ITB would not prohibit any recipient from using any local pharmacy for any other medication that is prescribed.

5	Please confirm whether this sole provider will supply all medications to outpatient settings, and physician offices that are currently being billed by those providers in house.	Section 1.1	Medicaid will enter into a contract for 12 months, commencing August 1, 2013 through July 31, 2014. Medicaid shall have two one-year options for extending this contract at the original contract price. At the end of each contract year Medicaid may, at its discretion, exercise the extension option and allow the period of performance to be extended for an additional contract year. Such option shall be exercised by written notice to the Contractor within 90 days prior to the termination date of the contract or any extension. The bid response must present a complete and detailed description of the bidder's qualifications to perform, and its approach to carry out the requirements of this ITB. All proposals must be received by the State of Alabama's Department of Finance, Division of Purchasing as specified in the Schedule of Activities.	5	The selected Contractor will be the sole provider of Synagis only as described throughout the ITB, not all medications to outpatient settings. The selected Contractor will provide Synagis to all physician offices that have prescribed Synagis and received an approved prior authorization on a specific patient to administer.
6	Please confirm the individual bid guarantee is a required element of the ITB. Please indicate which section of the ITB response should include this documentation.	Section 1.8 b	Each bid must include an individual bid guarantee in the amount of \$5000 payable to the State of Alabama. This bid guarantee ensures a firm bid for contracting purposes for 90 calendar days after the bid due date. Bid guarantees provided by unsuccessful bidders will be returned after 90 calendar days. The form of the bid guarantee shall be one of the following: (1) Cashier's check (personal or company checks are not acceptable) (2) Other type of bank or certified check (3) Money	9	The bid guarantee must be submitted with the ITB response. The bid guarantee should be identified in the transmittal letter as described in Section 1.13 (a) of the ITB: Identification of all materials and enclosures being submitted collectively as the bid in response to this ITB.

			Order (4) Surety guarantee issued by a company authorized to do business in the State of Alabama. (5) An irrevocable letter of credit"		
7	Section 1.12 includes the language "five separate sections with named tabs presented...", which precedes a 10-item list. Please indicate the Section names and corresponding content the Agency prefers.	Section 1.12	"The bid must include five separate sections with named tabs presented in the following order..."	11	The statement should read "The bid must include five <u>ten</u> separate sections with named tabs presented in the following order...". An amendment will be made to correct the incorrect number of sections/tabs. An addendum for all amendments will be issued by State Purchasing, and published on the State Purchasing website under ITB Number 13-x-2252452.
8	Will nursing be able to be billed separately? Or how will nursing be handled by the Agency for this program?				Nursing is not a component of the Syngagis Management ITB. Nursing shall not be billed separately as Synagis is administered in a physician's office. As in the current model, a physician/prescriber may bill separately for the administration of Synagis.
9	Please indicate whether any of the documents included in pages 47-55 (BA Agreement, Sample Contract, Forms) requires response as part of the ITB.	Attachments		47-55	Documents listed on pages 47-55 of the ITB shall be completed upon award of the Contract and shall not be included in the response of the ITB.
10	Please confirm the volume of Synagis for the 12012-2013 season that was handled in the home vs. the physician/outpatient setting?				The intent is for all Synagis to be administered in the physician/outpatient setting.
11	Could Alabama potentially select more than one preferred provider for Synagis pharmacy services?	Section 1.0	"Medicaid seeks to select one Contractor to assist in developing, implementing, and operating a Synagis Program and to serve as Medicaid's preferred provider of Synagis pharmacy services."	5	The Agency's intent is to select one Contractor with expertise to implement a Synagis Program for Alabama Medicaid recipients.

12	Does Alabama Medicaid anticipate moving from a FFS model to an MCO model during the 2013/2014 Synagis season? If so, how will this affect the preferred provider and Synagis program?				No.
13	Is there a contract termination clause at the end of 2013/2014 Synagis Program season for the contractor, in the event they would choose to opt out of the automatic contract renewal as the preferred provider should the state extend the preferred contractor relationship prior to the start of a new Synagis Program contract year?	Section 1.1	"Medicaid will enter into a contract for 12 months, commencing August 1, 2013 through July 31, 2014. Medicaid shall have two one-year options for extending this contract at the original contract price. At the end of each contract year Medicaid may, at its discretion, exercise the extension option and allow the period of performance to be extended for an additional contract year. Such option shall be exercised by written notice to the Contractor within 90 days prior to the termination date of the contract or any extension. "	6	<p>Please refer to the ITB Document, Special Terms & Conditions, Page 5, "Contract Period": Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth or fifth 12 month period, <u>if agreed by both parties</u>, would begin the day...." (emphasis added for clarification)</p> <p>The ITB Section 1.1 "General ITB Requirements" currently states "Medicaid shall have two one-year options for extending this contract....". The ITB will be amended to say "Medicaid shall have two <u>four</u> one-year options for extending this contract...."</p> <p>An addendum for all amendments will be issued by State Purchasing, and published on the State Purchasing website under ITB Number 13-x-2252452.</p>
14	Please clarify Correct Section (3 or 4) potential Contractors should describe in detail for each section their Scope of Work. Current ITB direction states Section 4 which is Terms and Conditions; however, Section 3 is Scope of Work.	Section 1.4	"It is imperative that potential Contractors describe in detail how they intend to approach each section of the Scope of Work specified in Section 4 of the ITB."	7	<p>The statement should read "It is imperative that potential Contractors describe in detail how they intend to approach each section of the Scope of Work specified in Section 3 of the ITB. An amendment will be made to correct the incorrect Section.</p> <p>An addendum for all amendments will be issued by State Purchasing, and published on the State Purchasing website under ITB Number 13-x-2252452.</p>

15	In the event multiple bidders provide an equivalent low price bid and meet technical requirements, how will the winning bidder be selected?	Section 1.16	Evaluation of Bids	14	In the event of a tie bid, the winning bidder will be awarded by State Purchasing per procedures outlined in the State Administrative Code Chapter 355-4-1.
16	Is the Contractor delegated authority for making clinical determinations for Prior Authorization Request Approvals and denials? Please explain what is meant by all adverse review decisions made by the Contractor may be subject to an appeal by the requesting provider or recipient.	Section 2.6	"All adverse review decisions made by the Contractor may be subject to an appeal by the requesting provider or recipient (Aggrieved Party). An Aggrieved Party may request an informal review and a fair hearing for denied Medicaid benefits."	18	The selected Contractor for the Synagis Management program will not be the delegated authority for making determinations for PA requests, nor will the selected Contractor for the Synagis Management Program even be allowed to submit a prior authorization for Synagis (please refer to the Medicaid Synagis website/ALERT for previous seasons). Section 2.6 of the ITB simply identifies the possibility that the selected Contractor's staff may be required to assist in and/or attend an informal review/fair hearing in the event such need should arise.
17	Please explain what is meant by Contractor's consulting physician? Would this be the prescribing physician?	Section 2.6	"Upon receipt of a reconsideration request, the Contractor's consulting physician shall review the documentation and render a decision based on Medicaid-approved criteria within five working days of receipt of a complete reconsideration request..... The Contractor's consulting physician and other appropriate personnel who were involved in the denial shall be available at Medicaid's request to provide justification for the denial and participate in any Fair Hearings."	18	<p>The statements listed in Section 2.6 (a) and (b) should be stricken and instead read: "The Contractor shall make appropriate personnel available for an informal review and/or fair hearing process in the event such need should arise." An amendment will be made to correct Section 2.6.</p> <p>An addendum for all amendments will be issued by State Purchasing, and published on the State Purchasing website under ITB Number 13-x-2252452.</p>

18	As the payer of last resort, in the event the Contractor is not considered in network or hold a contract with the recipient's primary payor, will Alabama Medicaid provide reimbursement as the payor after a rejected claim has been received from the primary payor? Please explain reimbursement for the coordination of benefit process if primary payor does not reimburse.				Medicaid will work with both the selected Contractor as well as the primary insurance to ensure coverage of Synagis for the recipient (if prior approved) and payment to the dispensing pharmacy through a manual process.
19	Does Alabama Medicaid have a preference for how bidder represents and displays final proposed pricing in Pricing Schedule A? For example, as a fixed dollar amount (\$XXXX.XX) or as a formula (WAC - XX%)? Please clarify.	Section 4.42		46	The pricing should be listed as a "WAC - XX.XX %" formula on all pricing sheets. An amendment will be issued by State Purchasing to correct the ITB document Price Sheet. An addendum for all amendments will be issued by State Purchasing, and published on the State Purchasing website under ITB Number 13-x-2252452.
20	Are the requirements that Attachment C, State of Alabama Disclosure Statement, be filled out as part of the bid or during the contracting process? Please explain.	Attachment C		54	Please see response to question 9.
21	We have concerns the language "must have provided Synagis during the 2012-2013 RSV season" in the ITB would disqualify my pharmacy and other pharmacists/pharmacies who may have viable solutions to this particular issue.	Section 1.4 (b)	"Entities submitting bids must:have operated within the last three years and have provided Synagis during the 2012-2013 RSV season."	8	Due to multiple reasons (such as the nature of the product Synagis, the critical patient population for which it is prescribed, the fact that it is not routinely dispensed from community pharmacies but rather specialty pharmacies, and the need for a timely turnaround of the product), the Agency must be very specific when choosing a potential Contractor. The ITB outlines criteria to ensure that a potential vendor has expertise with

					Synagis for a seamless transition into and throughout the upcoming RSV seasons.
22	How do we address amendments in the bid response? Where should the signature page be submitted?	Section 1.6	"Receipt of ITB amendments must be acknowledged by the potential bidder by signing and returning the signature page of the amendment to Medicaid. A copy of acknowledgements must also be returned as part of the bidder's proposal."	8	<p>The statement currently listed in Section 1.6 should instead read: "Receipt of ITB amendments must be acknowledged by the potential bidder by signing and returning the signature page of the amendment to Medicaid <u>Medicaid State Purchasing in the bid response</u>. A copy of acknowledgements must also be returned as part of the bidder's proposal." An amendment will be issued by State Purchasing to correct Section 1.6.</p> <p>An addendum for all amendments will be issued by State Purchasing, and published on the State Purchasing website under ITB Number 13-x-2252452.</p>
23	Section 1.8 (h) discusses a firm and fixed price, please clarify.	Section 1.8 (h)	"Each bid must specify a firm and fixed fee for each NDC/JCode listed in Appendix C for each unit prescribed. The Firm and Fixed Price of the first year of the proposed contract (Synagis® Season 2013-2014) and subsequent years (2014-15, 2015-16) must be separately stated in the RFP Cover Sheet on the first page of this document. The firm and fixed price will include any and all dispensing and/or administrative fees for all Synagis® dispensed. The bid price must appear on the Division of Purchasing Pricing page."	10	<p>Section 1.8 (h) will be amended to read: "Each bid must specify a firm and fixed percentage off of Wholesale Acquisition Cost (WAC) as outlined in Appendix A. The firm and fixed price will apply to the first as well as subsequent years of the proposed contract. The firm and fixed price will include any and all dispensing and/or administrative fees for all Synagis® dispensed. The bid price must appear on the Division of Purchasing Pricing page." An amendment will be issued by State Purchasing to correct Section 1.8.</p> <p>An addendum for all amendments will be issued by State Purchasing, and published on the State Purchasing website under ITB Number 13-x-2252452.</p>